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20036

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SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
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November 18, 2005

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale, dated as of September 14, 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Assignment, Amendment and Lease Renewal Agreement previously filed with the Board under Recordation Number 11500-M.

The name and address of the party to the enclosed document are:

Seller: Mellon Leasing Corporation  
4144 One Mellon Bank Center  
Pittsburgh, Pennsylvania 15258

[Buyer: Mid-Am Equipment, Inc.  
P.O. Box 40398  
Mesa, Arizona 85274-0398]

Mr. Vernon A. Williams  
November 18, 2005  
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A description of the railroad equipment covered by the enclosed document is:

18 tank cars within the series GATX 300501 - GATX 300585 as more particularly set forth in the equipment schedule attached to the document.

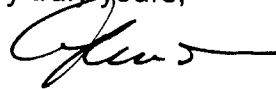
A short summary of the document to appear in the index is:

Bill of Sale.

Also enclosed is a check in the amount of \$33.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/anm  
Enclosures

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**BILL OF SALE**

SURFACE TRANSPORTATION BOARD

KNOW ALL MEN BY THESE PRESENTS, that MELLON LEASING CORPORATION ("Seller"), in consideration of the total amount indicated on Schedule 1 hereto paid to Seller on the date hereof by MID-AM EQUIPMENT, INC. A Delaware corporation ("Purchaser"), the receipt and sufficiency of which consideration is hereby acknowledged, by these presents does hereby sell, convey, assign, transfer and deliver to the Purchaser, as of this 14th day of September, 2005, all right, title and interest of Seller in and to the assets described on Schedule 1 hereto (the "Equipment").

TO HAVE AND TO HOLD all the Equipment unto the Purchaser, its successors and assigns, to and for their own proper use and benefit as agreed upon.

PURCHASER ACKNOWLEDGES THAT THE EQUIPMENT IS BEING SOLD AND DELIVERED BY SELLER, AND PURCHASER IS ACCEPTING THE EQUIPMENT, IN AN "AS-IS, WHERE IS" CONDITION. SELLER DOES NOT MAKE, SHALL NOT BE DEEMED TO HAVE MADE BY VIRTUE OF HAVING SOLD THE EQUIPMENT OR HAVING DONE OR FAILED TO DO ANY OTHER ACT, AND SELLER HEREBY DISCLAIMS AND, EFFECTIVE UPON ITS ACCEPTANCE OF DELIVERY OF THE EQUIPMENT, PURCHASER HEREBY WAIVES, ANY REPRESENTATIONS, GUARANTIES AND WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO MERCHANTABILITY, FITNESS FOR USE OR PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, OR QUALITY, CONDITION OR MAINTENANCE OF THE EQUIPMENT, MATERIAL AND RESIDUE IN THE EQUIPMENT (OR LACK THEREOF), ENVIRONMENTAL, AND THOSE ARISING FROM COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE. SELLER ALSO DISCLAIMS AND PURCHASER RELEASES SELLER AND WAIVES ANY OBLIGATION OR LIABILITY TO PURCHASER FOR LOSS OR INTERRUPTION OF USE, REVENUE, PROFIT OR BUSINESS, FOR ANY LIABILITY TO ANY THIRD PARTY IN TORT OR OTHERWISE, AND FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

ANY PRIOR REPRESENTATIONS OR STATEMENTS, WHETHER ORAL OR WRITTEN, AS TO THE CONDITION OR FITNESS OF THE EQUIPMENT, THE CAPABILITY OR CAPACITY THEREOF, OR OTHERWISE RELATED THERETO, ARE MERGED HEREIN AND ANY SUCH REPRESENTATIONS OR STATEMENTS ARE HEREBY WITHDRAWN BY SELLER AND PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING ON THEM.

This Bill of Sale shall be governed by the laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of law.

This Bill of Sale shall be binding upon and inure to the benefit of Purchaser and Seller and their respective successors, assigns and transferees.

[Signature on Following Page]

IN WITNESS WHEREOF, the Seller has duly executed and delivered this Bill of Sale as of the 14th day of September, 2005.

MELLON LEASING CORPORATION

By: [Signature]  
Title: FIRST VICE PRESIDENT

STATE OF Pennsylvania )  
COUNTY OF Allegheny ) SS:

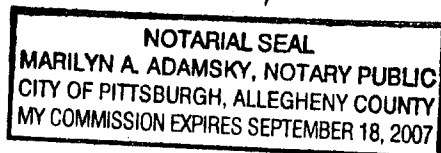
On this, the 14th day of September, 2005, before me personally appeared MICHAEL F. MARKS to me personally known, who being by me duly sworn, says that he is FIRST VICE PRESIDENT of MELLON LEASING CORPORATION, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

In witness whereof, I hereunto set my hand and official seal.

Marilyn A. Adamsky  
Notary Public

My Commission Expires: Sept. 18, 2007

(SEAL)



SCHEDULE 1

The Equipment

The following 18 tank cars:	<u>Purchase Price</u>	<u>Location</u>
GATX 300501	\$10,500.00	Waycross, GA
GATX 300502	\$10,500.00	Waycross, GA
GATX 300503	\$10,500.00	Waycross, GA
GATX 300561	\$10,500.00	Waycross, GA
GATX 300562	\$10,500.00	E. Camden, AR
GATX 300565	\$10,500.00	Terre Haute, IN
GATX 300567	\$10,500.00	Fitzgerald, GA
GATX 300569	\$10,500.00	Waycross, GA
GATX 300499	\$10,500.00	Deer Park, TX
GATX 300566	\$10,500.00	Deer Park, TX
GATX 300571	\$10,500.00	Deer Park, TX
GATX 300563	\$10,500.00	Deer Park, TX
GATX 300564	\$10,500.00	Deer Park, TX
GATX 300573	\$10,500.00	Deer Park, TX
GATX 300574	\$10,500.00	Deer Park, TX
GATX 300578	\$15,000.00	Terre Haute, IN
GATX 300581	\$15,000.00	Pine Bluff, AR
GATX 300585	\$15,000.00	E. Camden, AR

The Equipment is located in the locations listed above on this Schedule 1 and Seller shall deliver the Equipment at such location.

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: \_\_\_\_\_

11/22/05



\_\_\_\_\_  
Robert W. Alvord